

SB0513



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

SB0513

Introduced 2/23/2021, by Sen. Cristina Castro

SYNOPSIS AS INTRODUCED:

220 ILCS 5/22-501

Amends the Public Utilities Act. Provides that cable or video providers shall cease charging customers for modems and routers, whether rented together or separately, when the customer has paid to the provider the wholesale cost of the modem or router, or modem and router if rented together, plus a reasonable mark-up not to exceed 5% of the modem, router, or modem and router wholesale cost to the provider. Provides that the cable and video provider shall provide notice regarding the discontinuance of rental charges to the customer in each billing statement. Provides that the notice shall include a disclosure of rights and responsibilities relating to the maintenance of modems and routers.

LRB102 15342 SPS 20700 b

A BILL FOR

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Public Utilities Act is amended by changing
5 Section 22-501 as follows:

6 (220 ILCS 5/22-501)

7 Sec. 22-501. Customer service and privacy protection. All
8 cable or video providers in this State shall comply with the
9 following customer service requirements and privacy
10 protections. The provisions of this Act shall not apply to an
11 incumbent cable operator prior to January 1, 2008. For
12 purposes of this paragraph, an incumbent cable operator means
13 a person or entity that provided cable services in a
14 particular area under a franchise agreement with a local unit
15 of government pursuant to Section 11-42-11 of the Illinois
16 Municipal Code or Section 5-1095 of the Counties Code on
17 January 1, 2007. A master antenna television, satellite master
18 antenna television, direct broadcast satellite, multipoint
19 distribution service, and other provider of video programming
20 shall only be subject to the provisions of this Article to the
21 extent permitted by federal law.

22 The following definitions apply to the terms used in this
23 Article:

1 "Basic cable or video service" means any service offering
2 or tier that includes the retransmission of local television
3 broadcast signals.

4 "Cable or video provider" means any person or entity
5 providing cable service or video service pursuant to
6 authorization under (i) the Cable and Video Competition Law of
7 2007; (ii) Section 11-42-11 of the Illinois Municipal Code;
8 (iii) Section 5-1095 of the Counties Code; or (iv) a master
9 antenna television, satellite master antenna television,
10 direct broadcast satellite, multipoint distribution services,
11 and other providers of video programming, whatever their
12 technology. A cable or video provider shall not include a
13 landlord providing only broadcast video programming to a
14 single-family home or other residential dwelling consisting of
15 4 units or less.

16 "Franchise" has the same meaning as found in 47 U.S.C.
17 522(9).

18 "Local unit of government" means a city, village,
19 incorporated town, or a county.

20 "Normal business hours" means those hours during which
21 most similar businesses in the geographic area of the local
22 unit of government are open to serve customers. In all cases,
23 "normal business hours" must include some evening hours at
24 least one night per week or some weekend hours.

25 "Normal operating conditions" means those service
26 conditions that are within the control of cable or video

1 providers. Those conditions that are not within the control of
2 cable or video providers include, but are not limited to,
3 natural disasters, civil disturbances, power outages,
4 telephone network outages, and severe or unusual weather
5 conditions. Those conditions that are ordinarily within the
6 control of cable or video providers include, but are not
7 limited to, special promotions, pay-per-view events, rate
8 increases, regular peak or seasonal demand periods, and
9 maintenance or upgrade of the cable service or video service
10 network.

11 "Service interruption" means the loss of picture or sound
12 on one or more cable service or video service on one or more
13 cable or video channels.

14 "Service line drop" means the point of connection between
15 a premises and the cable or video network that enables the
16 premises to receive cable service or video service.

17 (a) General customer service standards:

18 (1) Cable or video providers shall establish general
19 standards related to customer service, which shall
20 include, but not be limited to, installation,
21 disconnection, service and repair obligations; appointment
22 hours and employee ID requirements; customer service
23 telephone numbers and hours; procedures for billing,
24 charges, deposits, refunds, and credits; procedures for
25 termination of service; notice of deletion of programming
26 service; changes related to transmission of programming;

1 changes or increases in rates; the use and availability of
2 parental control or lock-out devices; the use and
3 availability of an A/B switch if applicable; complaint
4 procedures and procedures for bill dispute resolution; a
5 description of the rights and remedies available to
6 consumers if the cable or video provider does not
7 materially meet its customer service standards; and
8 special services for customers with visual, hearing, or
9 mobility disabilities.

10 (2) Cable or video providers' rates for each level of
11 service, rules, regulations, and policies related to its
12 cable service or video service described in paragraph (1)
13 of this subsection (a) must be made available to the
14 public and displayed clearly and conspicuously on the
15 cable or video provider's site on the Internet. If a
16 promotional price or a price for a specified period of
17 time is offered, the cable or video provider shall display
18 the price at the end of the promotional period or
19 specified period of time clearly and conspicuously with
20 the display of the promotional price or price for a
21 specified period of time. The cable or video provider
22 shall provide this information upon request.

23 (3) Cable or video providers shall provide notice
24 concerning their general customer service standards to all
25 customers. This notice shall be offered when service is
26 first activated and upon request thereafter. The

1 information in the notice shall also be available on the
2 cable or video providers' websites and shall include all
3 of the information specified in paragraph (1) of this
4 subsection (a), as well as the following: a listing of
5 services offered by the cable or video providers, which
6 shall clearly describe programming for all services and
7 all levels of service; the rates for all services and
8 levels of service; a telephone number through which
9 customers may subscribe to, change, or terminate service,
10 request customer service, or seek general or billing
11 information; instructions on the use of the cable or video
12 services; and a description of rights and remedies that
13 the cable or video providers shall make available to their
14 customers if they do not materially meet the general
15 customer service standards described in this Act.

16 (b) General customer service obligations:

17 (1) Cable or video providers shall render reasonably
18 efficient service, promptly make repairs, and interrupt
19 service only as necessary and for good cause, during
20 periods of minimum use of the system and for no more than
21 24 hours.

22 (2) All service representatives or any other person
23 who contacts customers or potential customers on behalf of
24 the cable or video provider shall have a visible
25 identification card with their name and photograph and
26 shall orally identify themselves upon first contact with

1 the customer. Customer service representatives shall
2 orally identify themselves to callers immediately
3 following the greeting during each telephone contact with
4 the public.

5 (3) The cable or video providers shall: (i) maintain a
6 customer service facility within the boundaries of a local
7 unit of government staffed by customer service
8 representatives that have the capacity to accept payment,
9 adjust bills, and respond to repair, installation,
10 reconnection, disconnection, or other service calls and
11 distribute or receive converter boxes, remote control
12 units, digital stereo units, or other equipment related to
13 the provision of cable or video service; (ii) provide
14 customers with bill payment facilities through retail,
15 financial, or other commercial institutions located within
16 the boundaries of a local unit of government; (iii)
17 provide an address, toll-free telephone number or
18 electronic address to accept bill payments and
19 correspondence and provide secure collection boxes for the
20 receipt of bill payments and the return of equipment,
21 provided that if a cable or video provider provides secure
22 collection boxes, it shall provide a printed receipt when
23 items are deposited; or (iv) provide an address, toll-free
24 telephone number, or electronic address to accept bill
25 payments and correspondence and provide a method for
26 customers to return equipment to the cable or video

1 provider at no cost to the customer.

2 (4) In each contact with a customer, the service
3 representatives or any other person who contacts customers
4 or potential customers on behalf of the cable or video
5 provider shall state the estimated cost of the service,
6 repair, or installation orally prior to delivery of the
7 service or before any work is performed, shall provide the
8 customer with an oral statement of the total charges
9 before terminating the telephone call or other contact in
10 which a service is ordered, whether in-person or over the
11 Internet, and shall provide a written statement of the
12 total charges before leaving the location at which the
13 work was performed. In the event that the cost of service
14 is a promotional price or is for a limited period of time,
15 the cost of service at the end of the promotion or limited
16 period of time shall be disclosed.

17 (5) Cable or video providers shall provide customers a
18 minimum of 30 days' written notice before increasing rates
19 or eliminating transmission of programming and shall
20 submit the notice of any rate increase to the local unit of
21 government in advance of distribution to customers,
22 provided that the cable or video provider is not in
23 violation of this provision if the elimination of
24 transmission of programming was outside the control of the
25 provider, in which case the provider shall use reasonable
26 efforts to provide as much notice as possible, and any

1 rate decrease related to the elimination of transmission
2 of programming shall be applied to the date of the change.

3 (6) Cable or video providers shall provide clear
4 visual and audio reception that meets or exceeds
5 applicable Federal Communications Commission technical
6 standards. If a customer experiences poor video or audio
7 reception due to the equipment of the cable or video
8 provider, the cable or video provider shall promptly
9 repair the problem at its own expense.

10 (c) Bills, payment, and termination:

11 (1) Cable or video providers shall render monthly
12 bills that are clear, accurate, and understandable.

13 (2) Every residential customer who pays bills directly
14 to the cable or video provider shall have at least 28 days
15 from the date of the bill to pay the listed charges.

16 (3) Customer payments shall be posted promptly. When
17 the payment is sent by United States mail, payment is
18 considered paid on the date it is postmarked.

19 (4) Cable or video providers may not terminate
20 residential service for nonpayment of a bill unless the
21 cable or video provider furnishes notice of the
22 delinquency and impending termination at least 15 days
23 prior to the proposed termination. Notice of proposed
24 termination shall be mailed, postage prepaid, to the
25 customer to whom service is billed. Notice of proposed
26 termination shall not be mailed until the 24th day after

1 the date of the bill for services. Notice of delinquency
2 and impending termination may be part of a billing
3 statement only if the notice is designed to be
4 conspicuous. The cable or video providers may not assess a
5 late fee prior to the 24th day after the date of the bill
6 for service.

7 (5) Every notice of impending termination shall
8 include all of the following: the name and address of
9 customer; the amount of the delinquency; the date on which
10 payment is required to avoid termination; and the
11 telephone number of the cable or video provider's service
12 representative to make payment arrangements and to provide
13 additional information about the charges for failure to
14 return equipment and for reconnection, if any.

15 (6) Service may only be terminated on days when the
16 customer is able to reach a service representative of the
17 cable or video providers, either in person or by
18 telephone.

19 (7) Any service terminated by a cable or video
20 provider without good cause shall be restored without any
21 reconnection fee, charge, or penalty; good cause for
22 termination includes, but is not limited to, failure to
23 pay a bill by the date specified in the notice of impending
24 termination, payment by check for which there are
25 insufficient funds, theft of service, abuse of equipment
26 or personnel, or other similar subscriber actions.

1 (8) Cable or video providers shall cease charging a
2 customer for any or all services within one business day
3 after it receives a request to immediately terminate
4 service or on the day requested by the customer if such a
5 date is at least 5 days from the date requested by the
6 customer. Nothing in this subsection (c) shall prohibit
7 the provider from billing for charges that the customer
8 incurs prior to the date of termination. Cable or video
9 providers shall issue a credit no later than the
10 customer's next billing cycle following the determination
11 that a credit is warranted. Cable or video providers shall
12 issue a refund or return a deposit promptly, but not later
13 than either the customer's next billing cycle following
14 resolution of the request or 30 days, whichever is
15 earlier, or the return of equipment, if any, whichever is
16 later.

17 (9) The customers or subscribers of a cable or video
18 provider shall be allowed to disconnect their service at
19 any time within the first 30 days after subscribing to or
20 upgrading the service. Within this 30-day period, cable or
21 video providers shall not charge or impose any fees or
22 penalties on the customer for disconnecting service,
23 including, but not limited to, any installation charge or
24 the imposition of an early termination charge, except the
25 cable or video provider may impose a charge or fee to
26 offset any rebates or credits received by the customer and

1 may impose monthly service or maintenance charges,
2 including pay-per-view and premium services charges,
3 during such 30-day period.

4 (10) Cable or video providers shall cease charging
5 customers for modems and routers, whether rented together
6 or separately, when the customer has paid to the provider
7 the wholesale cost of the modem or router, or modem and
8 router if rented together, plus a reasonable mark-up not
9 to exceed 5% of the modem, router, or modem and router
10 wholesale cost to the provider. Cable and video providers
11 shall provide notice regarding the discontinuance of
12 rental charges to the customer in each billing statement.
13 The notice shall include a disclosure of rights and
14 responsibilities relating to the maintenance of modems and
15 routers.

16 (d) Response to customer inquiries:

17 (1) Cable or video providers will maintain a toll-free
18 telephone access line that is available to customers 24
19 hours a day, 7 days a week to accept calls regarding
20 installation, termination, service, and complaints.
21 Trained, knowledgeable, qualified service representatives
22 of the cable or video providers will be available to
23 respond to customer telephone inquiries during normal
24 business hours. Customer service representatives shall be
25 able to provide credit, waive fees, schedule appointments,
26 and change billing cycles. Any difficulties that cannot be

1 resolved by the customer service representatives shall be
2 referred to a supervisor who shall make his or her best
3 efforts to resolve the issue immediately. If the
4 supervisor does not resolve the issue to the customer's
5 satisfaction, the customer shall be informed of the cable
6 or video provider's complaint procedures and procedures
7 for billing dispute resolution and given a description of
8 the rights and remedies available to customers to enforce
9 the terms of this Article, including the customer's rights
10 to have the complaint reviewed by the local unit of
11 government, to request mediation, and to review in a court
12 of competent jurisdiction.

13 (2) After normal business hours, the access line may
14 be answered by a service or an automated response system,
15 including an answering machine. Inquiries received by
16 telephone or e-mail after normal business hours shall be
17 responded to by a trained service representative on the
18 next business day. The cable or video provider shall
19 respond to a written billing inquiry within 10 days of
20 receipt of the inquiry.

21 (3) Cable or video providers shall provide customers
22 seeking non-standard installations with a total
23 installation cost estimate and an estimated date of
24 completion. The actual charge to the customer shall not
25 exceed the estimated cost without the written consent of
26 the customer.

1 (4) If the cable or video provider receives notice
2 that an unsafe condition exists with respect to its
3 equipment, it shall investigate such condition immediately
4 and shall take such measures as are necessary to remove or
5 eliminate the unsafe condition. The cable or video
6 provider shall inform the local unit of government
7 promptly, but no later than 2 hours after it receives
8 notification of an unsafe condition that it has not
9 remedied.

10 (5) Under normal operating conditions, telephone
11 answer time by the cable or video provider's customer
12 representative, including wait time, shall not exceed 30
13 seconds when the connection is made. If the call needs to
14 be transferred, transfer time shall not exceed 30 seconds.
15 These standards shall be met no less than 90% of the time
16 under normal operating conditions, measured on a quarterly
17 basis. The cable or video provider shall not be required
18 to acquire equipment or perform surveys to measure
19 compliance with these telephone answering standards unless
20 an historical record of complaints indicates a clear
21 failure to comply.

22 (6) Under normal operating conditions, the cable or
23 video provider's customers will receive a busy signal less
24 than 3% of the time.

25 (e) Under normal operating conditions, each of the
26 following standards related to installations, outages, and

1 service calls will be met no less than 95% of the time measured
2 on a quarterly basis:

3 (1) Standard installations will be performed within 7
4 business days after an order has been placed. "Standard"
5 installations are those that are located up to 125 feet
6 from the existing distribution system.

7 (2) Excluding conditions beyond the control of the
8 cable or video providers, the cable or video providers
9 will begin working on "service interruptions" promptly and
10 in no event later than 24 hours after the interruption is
11 reported by the customer or otherwise becomes known to the
12 cable or video providers. Cable or video providers must
13 begin actions to correct other service problems the next
14 business day after notification of the service problem and
15 correct the problem.

16 (3) The "appointment window" alternatives for
17 installations, service calls, and other installation
18 activities will be either a specific time or, at a
19 maximum, a 4-hour time block during evening, weekend, and
20 normal business hours. The cable or video provider may
21 schedule service calls and other installation activities
22 outside of these hours for the express convenience of the
23 customer.

24 (4) Cable or video providers may not cancel an
25 appointment with a customer after the close of business on
26 the business day prior to the scheduled appointment. If

1 the cable or video provider's representative is running
2 late for an appointment with a customer and will not be
3 able to keep the appointment as scheduled, the customer
4 will be contacted. The appointment will be rescheduled, as
5 necessary, at a time that is convenient for the customer,
6 even if the rescheduled appointment is not within normal
7 business hours.

8 (f) Public benefit obligation:

9 (1) All cable or video providers offering service
10 pursuant to the Cable and Video Competition Law of 2007,
11 the Illinois Municipal Code, or the Counties Code shall
12 provide a free service line drop and free basic service to
13 all current and future public buildings within their
14 footprint, including, but not limited to, all local unit
15 of government buildings, public libraries, and public
16 primary and secondary schools, whether owned or leased by
17 that local unit of government ("eligible buildings"). Such
18 service shall be used in a manner consistent with the
19 government purpose for the eligible building and shall not
20 be resold.

21 (2) This obligation only applies to those cable or
22 video service providers whose cable service or video
23 service systems pass eligible buildings and its cable or
24 video service is generally available to residential
25 subscribers in the same local unit of government in which
26 the eligible building is located. The burden of providing

1 such service at each eligible building shall be shared by
2 all cable and video providers whose systems pass the
3 eligible buildings in an equitable and competitively
4 neutral manner, and nothing herein shall require
5 duplicative installations by more than one cable or video
6 provider at each eligible building. Cable or video
7 providers operating in a local unit of government shall
8 meet as necessary and determine who will provide service
9 to eligible buildings under this subsection (f). If the
10 cable or video providers are unable to reach an agreement,
11 they shall meet with the local unit of government, which
12 shall determine which cable or video providers will serve
13 each eligible building. The local unit of government shall
14 bear the costs of any inside wiring or video equipment
15 costs not ordinarily provided as part of the cable or
16 video provider's basic offering.

17 (g) After the cable or video providers have offered
18 service for one year, the cable or video providers shall make
19 an annual report to the Commission, to the local unit of
20 government, and to the Attorney General that it is meeting the
21 standards specified in this Article, identifying the number of
22 complaints it received over the prior year in the State and
23 specifying the number of complaints related to each of the
24 following: (1) billing, charges, refunds, and credits; (2)
25 installation or termination of service; (3) quality of service
26 and repair; (4) programming; and (5) miscellaneous complaints

1 that do not fall within these categories.

2 (h) To the extent consistent with federal law, cable or
3 video providers shall offer the lowest-cost basic cable or
4 video service as a stand-alone service to residential
5 customers at reasonable rates. Cable or video providers shall
6 not require the subscription to any service other than the
7 lowest-cost basic service or to any telecommunications or
8 information service, as a condition of access to cable or
9 video service, including programming offered on a per channel
10 or per program basis. Cable or video providers shall not
11 discriminate between subscribers to the lowest-cost basic
12 service, subscribers to other cable services or video
13 services, and other subscribers with regard to the rates
14 charged for cable or video programming offered on a per
15 channel or per program basis.

16 (i) To the extent consistent with federal law, cable or
17 video providers shall ensure that charges for changes in the
18 subscriber's selection of services or equipment shall be based
19 on the cost of such change and shall not exceed nominal amounts
20 when the system's configuration permits changes in service
21 tier selection to be effected solely by coded entry on a
22 computer terminal or by other similarly simple method.

23 (j) To the extent consistent with federal law, cable or
24 video providers shall have a rate structure for the provision
25 of cable or video service that is uniform throughout the area
26 within the boundaries of the local unit of government. This

1 subsection (j) is not intended to prohibit bulk discounts to
2 multiple dwelling units or to prohibit reasonable discounts to
3 senior citizens or other economically disadvantaged groups.

4 (k) To the extent consistent with federal law, cable or
5 video providers shall not charge a subscriber for any service
6 or equipment that the subscriber has not affirmatively
7 requested or affirmatively agreed to by name. For purposes of
8 this subsection (k), a subscriber's failure to refuse a cable
9 or video provider's proposal to provide service or equipment
10 shall not be deemed to be an affirmative request for such
11 service or equipment.

12 (l) No contract or service agreement containing an early
13 termination clause offering residential cable or video
14 services or any bundle including such services shall be for a
15 term longer than 2 years. Any contract or service offering
16 with a term of service that contains an early termination fee
17 shall limit the early termination fee to not more than the
18 value of any additional goods or services provided with the
19 cable or video services, the amount of the discount reflected
20 in the price for cable services or video services for the
21 period during which the consumer benefited from the discount,
22 or a declining fee based on the remainder of the contract term.

23 (m) Cable or video providers shall not discriminate in the
24 provision of services for the hearing and visually impaired,
25 and shall comply with the accessibility requirements of 47
26 U.S.C. 613. Cable or video providers shall deliver and pick-up

1 or provide customers with pre-paid shipping and packaging for
2 the return of converters and other necessary equipment at the
3 home of customers with disabilities. Cable or video providers
4 shall provide free use of a converter or remote control unit to
5 mobility impaired customers.

6 (n) (1) To the extent consistent with federal law, cable or
7 video providers shall comply with the provisions of 47 U.S.C.
8 532(h) and (j). The cable or video providers shall not
9 exercise any editorial control over any video programming
10 provided pursuant to this Section, or in any other way
11 consider the content of such programming, except that a cable
12 or video provider may refuse to transmit any leased access
13 program or portion of a leased access program that contains
14 obscenity, indecency, or nudity and may consider such content
15 to the minimum extent necessary to establish a reasonable
16 price for the commercial use of designated channel capacity by
17 an unaffiliated person. This subsection (n) shall permit cable
18 or video providers to enforce prospectively a written and
19 published policy of prohibiting programming that the cable or
20 video provider reasonably believes describes or depicts sexual
21 or excretory activities or organs in a patently offensive
22 manner as measured by contemporary community standards.

23 (2) Upon customer request, the cable or video provider
24 shall, without charge, fully scramble or otherwise fully
25 block the audio and video programming of each channel
26 carrying such programming so that a person who is not a

1 subscriber does not receive the channel or programming.

2 (3) In providing sexually explicit adult programming
3 or other programming that is indecent on any channel of
4 its service primarily dedicated to sexually oriented
5 programming, the cable or video provider shall fully
6 scramble or otherwise fully block the video and audio
7 portion of such channel so that a person who is not a
8 subscriber to such channel or programming does not receive
9 it.

10 (4) Scramble means to rearrange the content of the
11 signal of the programming so that the programming cannot
12 be viewed or heard in an understandable manner.

13 (o) Cable or video providers will maintain a listing,
14 specific to the level of street address, of the areas where its
15 cable or video services are available. Customers who inquire
16 about purchasing cable or video service shall be informed
17 about whether the cable or video provider's cable or video
18 services are currently available to them at their specific
19 location.

20 (p) Cable or video providers shall not disclose the name,
21 address, telephone number or other personally identifying
22 information of a cable service or video service customer to be
23 used in mailing lists or to be used for other commercial
24 purposes not reasonably related to the conduct of its business
25 unless the cable or video provider has provided to the
26 customer a notice, separately or included in any other

1 customer service notice, that clearly and conspicuously
2 describes the customer's ability to prohibit the disclosure.
3 Cable or video providers shall provide an address and
4 telephone number for a customer to use without a toll charge to
5 prevent disclosure of the customer's name and address in
6 mailing lists or for other commercial purposes not reasonably
7 related to the conduct of its business to other businesses or
8 affiliates of the cable or video provider. Cable or video
9 providers shall comply with the consumer privacy requirements
10 of Section 26-4.5 of the Criminal Code of 2012, the Restricted
11 Call Registry Act, and 47 U.S.C. 551 that are in effect as of
12 June 30, 2007 (the effective date of Public Act 95-9) and as
13 amended thereafter.

14 (q) Cable or video providers shall implement an informal
15 process for handling inquiries from local units of government
16 and customers concerning billing issues, service issues,
17 privacy concerns, and other consumer complaints. In the event
18 that an issue is not resolved through this informal process, a
19 local unit of government or the customer may request
20 nonbinding mediation with the cable or video provider, with
21 each party to bear its own costs of such mediation. Selection
22 of the mediator will be by mutual agreement, and preference
23 will be given to mediation services that do not charge the
24 consumer for their services. In the event that the informal
25 process does not produce a satisfactory result to the customer
26 or the local unit of government, enforcement may be pursued as

1 provided in subdivision (4) of subsection (r) of this Section.

2 (r) The Attorney General and the local unit of government
3 may enforce all of the customer service and privacy protection
4 standards of this Section with respect to complaints received
5 from residents within the local unit of government's
6 jurisdiction, but it may not adopt or seek to enforce any
7 additional or different customer service or performance
8 standards under any other authority or provision of law.

9 (1) The local unit of government may, by ordinance,
10 provide a schedule of penalties for any material breach of
11 this Section by cable or video providers in addition to
12 the penalties provided herein. No monetary penalties shall
13 be assessed for a material breach if it is out of the
14 reasonable control of the cable or video providers or its
15 affiliate. Monetary penalties adopted in an ordinance
16 pursuant to this Section shall apply on a competitively
17 neutral basis to all providers of cable service or video
18 service within the local unit of government's
19 jurisdiction. In no event shall the penalties imposed
20 under this subsection (r) exceed \$750 for each day of the
21 material breach, and these penalties shall not exceed
22 \$25,000 for each occurrence of a material breach per
23 customer.

24 (2) For purposes of this Section, "material breach"
25 means any substantial failure of a cable or video service
26 provider to comply with service quality and other

1 standards specified in any provision of this Act. The
2 Attorney General or the local unit of government shall
3 give the cable or video provider written notice of any
4 alleged material breaches of this Act and allow such
5 provider at least 30 days from receipt of the notice to
6 remedy the specified material breach.

7 (3) A material breach, for the purposes of assessing
8 penalties, shall be deemed to have occurred for each day
9 that a material breach has not been remedied by the cable
10 service or video service provider after the expiration of
11 the period specified in subdivision (2) of this subsection
12 (r) in each local unit of government's jurisdiction,
13 irrespective of the number of customers affected.

14 (4) Any customer, the Attorney General, or a local
15 unit of government may pursue alleged violations of this
16 Act by the cable or video provider in a court of competent
17 jurisdiction. A cable or video provider may seek judicial
18 review of a decision of a local unit of government
19 imposing penalties in a court of competent jurisdiction.
20 No local unit of government shall be subject to suit for
21 damages or other relief based upon its action in
22 connection with its enforcement or review of any of the
23 terms, conditions, and rights contained in this Act except
24 a court may require the return of any penalty it finds was
25 not properly assessed or imposed.

26 (s) Cable or video providers shall credit customers for

1 violations in the amounts stated herein. The credits shall be
2 applied on the statement issued to the customer for the next
3 monthly billing cycle following the violation or following the
4 discovery of the violation. Cable or video providers are
5 responsible for providing the credits described herein and the
6 customer is under no obligation to request the credit. If the
7 customer is no longer taking service from the cable or video
8 provider, the credit amount will be refunded to the customer
9 by check within 30 days of the termination of service. A local
10 unit of government may, by ordinance, adopt a schedule of
11 credits payable directly to customers for breach of the
12 customer service standards and obligations contained in this
13 Article, provided the schedule of customer credits applies on
14 a competitively neutral basis to all providers of cable
15 service or video service in the local unit of government's
16 jurisdiction and the credits are not greater than the credits
17 provided in this Section.

18 (1) Failure to keep an appointment or to notify the
19 customer prior to the close of business on the business
20 day prior to the scheduled appointment: \$25.00.

21 (2) Violation of customer service and billing
22 standards in subsections (c) and (d) of this Section:
23 \$25.00 per occurrence.

24 (3) Violation of the bundling rules in subsection (h)
25 of this Section: \$25.00 per month.

26 (t) The enforcement powers granted to the Attorney General

1 in Article XXI of this Act shall apply to this Article, except
2 that the Attorney General may not seek penalties for violation
3 of this Article other than in the amounts specified herein.
4 Nothing in this Section shall limit or affect the powers of the
5 Attorney General to enforce the provisions of Article XXI of
6 this Act or the Consumer Fraud and Deceptive Business
7 Practices Act.

8 (u) This Article applies to all cable and video providers
9 in the State, including but not limited to those operating
10 under a local franchise as that term is used in 47 U.S.C.
11 522(9), those operating under authorization pursuant to
12 Section 11-42-11 of the Illinois Municipal Code, those
13 operating under authorization pursuant to Section 5-1095 of
14 the Counties Code, and those operating under a State-issued
15 authorization pursuant to Article XXI of this Act.

16 (Source: P.A. 97-1108, eff. 1-1-13; 97-1150, eff. 1-25-13;
17 98-45, eff. 6-28-13.)